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CLERK U.S. DISTRICT COURT
NORTHERN DISTRICT OF OHIO
YOUNGSTOWN

UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF OHIO
COUNTY OF MAHONING THOMAS D. LAMBROS FEDERAL BUILDING

In Propria Persona

AMENDED COMPLAINT 4:16 CV



9 Jamila Yasmine Bey (Executor) Ex

) Case No. _____

10 Relatione KARLA DENISE SELDON

) AFFADAVIT FOR:

11 Plaintiff,

)

12 vs.

) 1. DEFAULT OF ESTOPPEL BY

13 JOHN REMONDI acting as CHIEF EXECUTIVE

) ACQUIESCENCE

14 OFFICER (CEO) for Navient Solutions, Inc.

) (Affidavit of fact Notice of Default

15 (formerly known as Sallie Mae, Inc.),

) Judgment)

16 subsidiaries of SLM Corporation,

) 2. FRAUD IN THE FACTUM;

17 respectively, and herein collectively

) 3. VIOLATIONS OF

18 referred to as Sallie Mae, et. al, 123 Justison

) (OHIO CORRUPT PRACTICES

19 Street, Suite 300 WILMINGTON, DE 19801;

) ACT ("OCPA"), R.C. 2923.31, ET

20 RAYMOND J. QUINLAN acting as CHAIRMAN

) SEQ.) & the "Organized Crime

21 AND (CEO), for the Sallie Mae et. al., 300

) Control Act of 1970," 84 Stat. 941,

22 Continental Drive, Newark, Delaware.

) 18 U.S.C. 1961(1)(B), (1)(C), (1)(D),

23 Defendants.

) and (1)(E) (RICO);

24) 4. RECISSION.

25) 5. DEMAND FOR JURY TRIAL

26)

27)

28)

)

1 COMES NOW the Plaintiff, Jamila Yasmine Bey ex Relatione KARLA DENISE SELDON
2 sues Defendants as named above, jointly and individually for Default Of Estoppel By
3 Acquiescence, Fraud in the Factum, Violations of the Ohio Corrupt Practices Act ("OCPA"),
4 R.C. 2923.31, et seq. & the "Organized Crime Control Act of 1970," 84 Stat. 941, 18 U.S.C.
5 1961(1)(B), (1)(C), (1)(D), and (1)(E), unfair and deceptive practices related to student loans in
6 violation of Section 5 of the Federal Trade Commission Act (Section 5) and for other relief and
7 demand trial by jury, and state:

8 **I. Jurisdiction, Venue, and Parties**

9 **A. Jurisdiction and Venue**

10 1. This is an action for damages which does exceed the jurisdictional limit of this Court and
11 damages are recoverable under the claims set forth herein including the Ohio Corrupt Practices
12 Act ("OCPA"), R.C. 2923.31, et seq., and the "Organized Crime Control Act of 1970," 84 Stat.
13 941, 18 U.S.C. 1961(1)(B), (1)(C), (1)(D), and (1)(E) and for which damages have been
14 suffered by the Plaintiff due from the actions and conduct of the Defendants as set forth
15 hereinbelow; for relief in Ohio State; and for other relief, and for trial by jury of all issues so
16 triable as a matter of right.

17 2. **Jurisdiction** of this action is proper in this Court as Defendants conduct regular and
18 continuous business within the State of Ohio, but OHIO DOS search results confirmed that
19 SALLIE MAE BANK, SALLIE MAE, INC, SLM FUNDING, LLC and SLM STUDENT
20 LOAN TRUST 2012-6 lack the required registration and licenses to conduct business in the
21 state of OHIO, see exhibit D(A).

22 3. **Venue** of this action is proper in this Court as applicable Ohio law provides that if venue is
23 proper as to any one Defendant in multi-Defendant litigation that venue is proper as to all
24 Defendants, and venue is proper Defendants JOHN REMONDI acting as CHIEF EXECUTIVE
25 OFFICER (CEO) & DIRECTOR, for Navient Solutions, Inc. (formerly known as Sallie Mae,
26 Inc.), subsidiaries of SLM Corporation, respectively, and herein collectively referred to
27 as Sallie Mae, et. al, 123 Justison Street, Suite 300 WILMINGTON, DE 19801; RAYMOND J.
28 QUINLAN acting as CHAIRMAN AND (CEO) for the Sallie Mae et. al., 300 Continental Drive,
Newark, Delaware.

II. The Parties

2 Plaintiff Jamila Yasmine Bey ex Relatione KARLA DENISE SELDON is domiciled at
3 Mahoning County, Ohio State who is over the age of eighteen (18). Defendants, JOHN REMONDI
4 acting as CHIEF EXECUTIVE OFFICER (CEO) for Navient Solutions, Inc. (formerly known as Sallie Mae,
5 Inc.), subsidiaries of SLM Corporation, respectively, and herein collectively referred to as Sallie Mae, et. al.
6 123 Justison Street, Suite 300 WILMINGTON, DE 19801; RAYMOND J. QUINLAN acting as
7 CHAIRMAN AND (CEO), for the Sallie Mae et. al., 300 Continental Drive, Newark, Delaware: (herein
8 referred to as "SALLIE MAE et. al, NAVIENT et. al" or Defendants) all parties Plaintiff is
9 informed and believes, and thereon alleges played a part in the fraud of the Plaintiff's alleged
10 debt/loan making it appear as though it was securitized (as a Security/Trust Certificate). The
11 use of the Plaintiff's Ens Legis (all cap name/trust) was kept from her. Defendant's use of the
12 Plaintiff's signature and name without her permission to create the Trust or appearance of a
13 Trust was a breach of duty. After the Plaintiff sent numerous requests to validate the debt, the
14 only answer she received was a copy of the Promissory note. The defendants did not give the
15 Plaintiff all of the other items she requested. A plaintiff believes, is informed and herein alleges
16 that the Defendants paid investors from a trust that held the Plaintiff and other alleged
17 borrowers promissory notes converted into what appears to be security instruments. Evidence
18 will show that the Defendants placed Plaintiff's alleged loan into what appears to be a
19 "Security Instrument." Defendants continued to demand currency from the Plaintiff even after
20 acquiescing on the validation of the alleged loan. Plaintiff is informed, believes and alleges
21 that the loan/debt is no longer in existence because it was converted into a Trust/Security
instrument.

GENERAL FACTUAL ALLEGATIONS

25 On March 3, 2013, Plaintiff served the Defendant with a Writ in the Nature of Request
26 Discovery and Disclosure in order to find out if the alleged promissory note was entered into
27 lawfully because it had only one signature; the Plaintiff's. Plaintiff continued to inquire and
28 demand information from the Defendants by sending Affidavits of Fact, several Writs in the
Nature of discovery, a Debt Collector Disclosure Statement Request, Fiduciary Reconveyance
requests, an Averment of Jurisdiction Quo Warranto, a Response to Fraudulent letter Request, a
Non-Response Letter, and three mailings of the Affidavit of Facts Default letters due to their
non-response to the Plaintiff's request for full disclosure. Plaintiff is informed, believes, and

1 thereon alleges that the Defendants are in Default of estoppel by acquiescence. Defendants
 2 failed their fiduciary duty to send all of the requested point-by-point items to prove debt/loan.
 3 Plaintiff presented to the Defendants formal written Notices and Demands for production of
 4 any and all material evidence, currently in their possession or control, of any knowing,
 5 intentional, and voluntary waiver(s) by the Plaintiff. For any written or verbal proof of Plaintiff
 6 waiving her fundamental Right to due process of law. Plaintiff let the Defendants know in her
 7 written communications that any waivers of fundamental Rights must be knowingly,
 8 intentional, and voluntary acts, done with sufficient awareness of the relevant circumstances
 9 and likely consequences. See U.S. v. Brady, 397 U.S. 742 at 748 (1970); U.S. v. O'Dell, 160 F.
 10 2d 304 (6th Cir. 1947). Plaintiff gave the Defendants reasonable notice and grace periods to
 11 locate and produce the evidence of any waivers and to answer all the points within the:
 12 Affidavit of Fact "Writ In The Nature of Discovery"; "Fiduciary Request Reconveyance";
 13 "Cease and Desist Demand"; Student Loan Analysis Report by a Certified Forensic Loan
 14 Auditor; Termination of Contract due to Fraudulent linear signed Promissory note; Affidavit of
 15 Notary Presentment; and Affidavit of Fact Notice of Default Judgment. Therefore, the Plaintiff
 16 presented to the Defendants a doctrine of estoppel by acquiescence, entitled, "Affidavit of Fact
 17 Notice of Default Judgment." Plaintiff believes that the Defendants' previous fiduciary contract
 18 with her imposes upon the Defendants a legal and a moral duty to answer. When they did not
 19 answer, the Plaintiff saw their silence as fraud. "Silence can only be equated with fraud where
 20 there is a legal or moral duty to speak or where an inquiry left unanswered would be
 21 intentionally misleading." See U.S. v. Tweel, 550 F.2d 297, 299 (1977) emphasis added,
 22 quoting U.S. v. Prudden, 424 F. 2d 1021, 1032 (1970). See also Carmine v. Bowen, 64 A. 932
 23 (1906).

24

1. COUNT I: DEFAULT OF ESTOPPEL BY ACQUIESCENCE

25

(Notice of Default Judgment)

26

Plaintiff is informed and believes, and thereon alleges that the Defendants are in default for
 27 their failure to respond over countless requests to produce the contract in its entirety.
 28 Defendants under the Straw of the 14th Amendment ENS LEGIS did circumvent all requests.
 Defendants misrepresented and misclassified the Plaintiff by stating that she was a Sovereign
 Citizen which is absolutely a misrepresentation and an oxymoron term and this was done in
 order to carry out color-of-law actions and injury by misclassification after clarifying that

1 sovereign title in order to justify hurting the Plaintiff and carrying out Article 1 for their Klan
 2 activities as they were trying to also harm by using slanderous and defamatory remarks on her
 3 character in their correspondences to the Plaintiff. Plaintiff presented as a national on the land
 4 an "Affidavit of Fact Notice of Default Judgement" along with copies of documentation of
 5 requests asking the Defendants to prove the debt was served on the Defendants via certified
 6 mail and Registered mail. **The Points requested of the Defendants are as follows:** Number
 7 (1) Produce the Originals or Certified and Verified Official Copies of the Original Loan-
 8 Related Documents (including all related papers, electronic communications and E-mails, etc.,) as
 9 stipulated by Law. Number (2) To schedule a timely and transparent Meeting establishing an
 10 opportunity for the Plaintiff, her Consul, and/or her CPA to make a thorough Physical
 11 Inspection of the Loan-related Documents, and all other related instruments, so as to enable the
 12 Plaintiff and her Consul, or CPA to physically Examine; to Verify; to Confirm; and to Witness
 13 the same instruments; and to Rebut any mistakes or misrepresentations; to compare Plaintiff's
 14 records, facts and information; and to correct the same for the Public Record to make sure that
 15 the Promissory Note was not transferred off the books. Defendants have not been transparent
 16 and failed to provide evidence, Number (3) Plaintiff requested Defendants and their Assigns for
 17 the Record to produce the following Records, Information and Documents as initially noted and
 18 related to the alleged Loan in their alleged claim, bearing the Account Number **9905173769-1, et al**;
 19 and any future related Case Number known and unknown, which are in controversy—all
 20 inter-dependent, inter-related documents, and all associated Instruments attached thereto;
 21 covering all the associated Files and Notes and Instruments constructed from the initiation of
 22 the alleged Loan up and unto the present day; and reflecting all related and accumulated
 23 documents, notes and data: **A.** Disclose and Produce the Original Promissory Note (being
 24 Lawful, legible and verifiable proof of evidence (exposing the front and the back) and marked
 25 with the Account Number, **9905173769-1, et al**, with the clear signatures of the Lender(s) and
 26 all the evidence associated with the Original Loan, indicating the exchange of Substance or
 27 Specie alleged to have been issued from the Defendants, (including "NAVIENT") and given
 28 to the alleged Borrower Jamila Yasmine Bey ex Relatione KARLA D SELDON (hereby
 known interchangeably as either alleged Borrower and or Plaintiff). **B.** TO PRODUCE ANY
 AND ALL 'Allonge' or Riders; any 'Bills of Exchange'; and any other 'Promissory Note(s)'
 (exposing the front(s) and the back(s) complete with any "Affixations" or 'Allocations'

1 attached to, or associated with, the Borrower's 'Original Promissory Note' and used for
 2 'Endorsements'. **C.** To produce and disclose all Bookkeeping Journal Entries associated with
 3 the alleged Loan given to the Plaintiff, Jamila Yasmine Bey Ex Relatione KARLA D
 4 SELDON. Including all the complete names, the addresses, and the locations, and the business
 5 contacts of all the acting Trustee(s), Feoffers and/or the affirmed Surety Holders. **D.** Produce,
 6 disclose and reveal the 'Promissory Note' associated with the Original Loan and to reveal and
 7 disclose all other Notes related in any other way to the Borrower Jamila Yasmine Bey Ex
 8 Relatione KARLA D SELDON. **E.** Produce Evidence of the Insurance Policy that was
 9 constructed, associated with, or put in place on, or against, the Borrower/Plaintiff's 'Promissory
 10 Note' and associated with the Loan bearing the Account Number **9905173769-1, et al.**
 11 **F.** Produce all call reports and any other related 'Notes' or instruments made or constructed for
 12 the entire period covering the Loan. **G.** Produce the documented evidence of the original
 13 'Deposit Slip' issued for the Deposit of the Borrower's "Promissory Note" and associated with
 14 the Loan. **H.** Produce the Original Order authorizing the withdrawal of Funds from the
 15 Borrower's 'Promissory Note' Deposit Account. **I.** Produce the Account Number and the
 16 Source from which the money came to 'Fund' the original 'Check' given to the 'Borrower'. **J.**
 17 Produce Verification evidence, and proof that the Borrower's Promissory Note was a **Gift** to
 18 the **Lender** from the **Borrower**; and that the same was disclosed to the borrower Jamila
 19 Yasmine Bey Ex Relatione KARLA D SELDON. **K.** Produce the full and complete Name(s)
 20 and the Address(s) of the current Holder(s) of the Borrower's Promissory Note associated with
 21 the alleged Loan. **L.** Produce full and complete Name(s) and the Address(s) of the Lender's
 22 CPA and Auditor or any other Holder or Record-Keeper for the entire period covering the
 23 Execution of the Mortgage or Loan. The Writ that was served is a Lawful Demand and Request
 24 and was issued under the 'Rules of Discovery' and forwarded to the Defendants and all
 25 aforementioned Defendants, The Writ In The Nature of Discovery stands as Firm and Lawful
 26 Evidence of the alleged Borrower exercising her due process rights to Request, Discovery and
 27 Disclosure; and establishes *For The Record* the Plaintiff's Honorable and Good Faith attempt
 28 to clear up any flawed entries; any insensate misrepresentations; or any other mis-prints,
 mistakes, frauds, or confusion concerning her intent to make clear, unvarnished, and corrective
 resolutions in this Loan or Default matter. The request must be satisfied before accepting any
 vague assumptions; any other misrepresentations; any secondary contracts; and before the

1 claimants taking any further actions. Due to the Defendant's acquiescence, the questions of
 2 fraud now stand as truth. The Defendants whole or in part did with willful Non-Disclosure and
 3 Default in this matter after several attempts to receive all requested specific evidence materially
 4 and expediently return the same Request, Discovery and Disclosure (as presented) and with all
 5 twelve (12) points or issues fully answered within the allotted twenty (20) days of Receipt of
 6 the same. Because of the Defendants' failure to answer the many requests of "Writ in the
 7 Nature of Request Discovery", "Fiduciary Request Reconveyance"; QWR, and the other
 8 aforementioned debt validation requests, these defendants have acquiesced for failure to
 9 respond within the allotted time as stated earlier. (see Exhibit A). Therefore, the Plaintiff filed
 10 a complaint with the Consumer Financial Protection Bureau, after exhausting all other remedies
 11 including sending the Defendants an "**Affidavit of Fact-Notice of Default Judgement**" as
 12 well as filing this Affidavit/Complaint in Federal Court /Article III Court Venue that upholds
 13 the Constitution for the United States Republic. Any unforeseen or deceptive acts;
 14 misrepresentations; diversions; deceitful redirections; or any incomplete or non-answered
 15 Response to the questions presented to the Representatives, Holders or Trustees, etc., will be
 16 considered an affirmation of secrete, disguise, and disingenuous intent (RICO). Any avoidance
 17 of truth shall be considered an "inducement to Fraud"; and the said 'Failure of Response' on the
 18 part of Representatives, Trustees, Feoffers, or Assigns, neglecting their responsibilities to
 19 answer every one (and all of the specific twelve (12) above-noted Loan—points) shall
 20 constitute a violation of Trust, a breach Trust, and tacit acquiescence, established from the
 21 record by non-compliance. This fraudulent act makes the linear contract null and void ab initio.
 22 The same dispensations shall be published for the public Record. The Defendants were also
 23 given the Motu Proprio Apostolic Letter and Clearfield Doctrine. Defendants failure to
 24 respond, as stipulated, and rebut, with particularity, everything in those Affidavits with which
 25 he disagreed, is and was his lawful, and binding agreement with and admission to the fact that
 26 everything in the Affidavit was true, correct, lawful, and fully binding upon him and his office
 27 in any court in America, without his protest or objection or that of those who represent him.
 28 The Defendant's silence is and was acquiescence. See: Connally v. General Construction Co.,
 269 U.S. 385, 391. Notification of legal responsibility is "the first essential of due process of
 law". See also: U.S. V. Tweel, 550 F. 2d.297. "Silence can only be equated with fraud where
 there is a legal or moral duty to speak or when an inquiry left unanswered would be

1 intentionally misleading.”

2 WHEREFORE, Plaintiff prays for rescission of the stated loan in its entirety.

3 2. Plaintiff is informed and believes, and thereon alleges that the Defendants received proceeds
4 from the appearance of a Security Instrument and did so without disclosing this information to
5 the Plaintiff. This RICO fraud is further proof that there is no loan/debt obligation as it moved
6 from the definition of an alleged debt/loan to the definition of a Security Instrument which is an
7 express violation of law under (Title UCC Article 8 § 8-102 (1)(2)(3)(4)(5) and 12 U.S.C. 1831
8 n which mandates Securities) violations of the GAAP, SEC and the IRS.

9 3. Plaintiff is further informed and believes, and thereon alleges that Defendants lack the
10 required registration and licenses to conduct business in the state of OHIO. Without the proper
11 registration with the Secretary of State, the foregoing entities would be barred from instituting
12 any forthcoming legal proceedings against the subject (Plaintiff) Student Loan borrower.

13 4. Defendant(s) are acting as Trustee(s) for the securitized trust. Plaintiff is informed and
14 believes, and thereon alleges that, Defendants SALLIE MAE/NAVIENT doing business in the
15 County of MAHONING, State of OHIO are not the originators of the trust and can't claim
16 ownership of the Promissory Note/contract as it no longer exist due to fraud when the
17 Defendants changed it from a debt/loan Promissory note into the title, “Security **SLM**
18 **STUDENT LOAN TRUST 2012-6**”. The only party that is in a position to come before the
19 court and stake a claim on the plaintiff's alleged loan is the Stock Market.

20 SALLIEMAE/NAVIENT has No standing to default; Defendants are merely Servicers over a
21 Security not over a debt/Loan as described in this AFFADAVIT.

22 II. FRAUD IN THE FACTUM

23 5. Defendants failed to respond to requests/demands of the following: 1) A Cover letter of
24 Default Judgement against Navient et.al, Exhibit C (January 2016); 2) Writs in the Nature of
25 Discovery and Disclosure, 3) Fiduciary Request Reconveyance(s), 4) Affidavit of Notary
26 Presentment in order to prove the debt and determine if the bank complied with Section 5 of
27 the FTC Act which prohibits Unfair or Deceptive Acts or Practices, 5) Debt Collector
28 Disclosure Statement, 6) Promissory Note Affidavit, and 7) Forensic Audit and Bloomberg
Report correspondence discussing the fraud and lack of full disclosure that was perpetrated
upon the Plaintiff by Defendants under *The Truth In Lending Act* 15 U.S.C. §1601, *Privacy*
Act Title 5 U.S.C. § 552(b)(4), and Title 12 U.S.C. § 2605 the requirement of a lender to

1 respond and act to a borrower's request for disclosure and information regarding a purported
 2 debt. Plaintiff did not receive the point by point items as requested—served upon the
 3 Defendants via Registered mail, Certified Mail, Certificate of Mailing through Notary
 4 Presentment(s), Certificate of Mailing (United States Postal Service), see Exhibit(s) Writ In
 5 The Nature of Discovery: Exhibits A, A(2014), A1, B1, A3; Fiduciary Request: Exhibit B;
 6 Reply to Fraudulent letters from Defendants: Exhibits B2, B3 and C (8/23/13); Affidavit of
 7 Fact Notice of Default Judgment: Exhibit C (April 16, 2013) Exhibit C (November 21, 2016)
 8 Mailed out again in the month of January 2016 (excuse typo that says 2015) to the Defendant;
 9 after exhausting all administrative Remedies, Plaintiff served the Defendants with "Affidavit
 10 of Fact-Notice of Default Judgement(s)." (See Exhibits C and other exhibits) If the Defendants
 11 are claiming to be the originator/holders of the Promissory Note that has not been transferred
 12 into a Trust, they have refused to show proof to the Plaintiff. Plaintiff hopes to finally get the
 13 answers from the Defendants that she's been requesting during and through discovery.
 14 Defendants must rebut with facts and proof the following: 1) the Promissory Note has not been
 15 securitized (turned into a Security Bond; 2) That the loan truly exist; 3) The loan has not been
 16 placed into a Trust and 4) The alleged loan was not bundled with other student loan borrowers
 17 and traded on the Stock Market. **6.** Plaintiff is further informed and believes, and thereon
 18 alleges that SALLIE MAE BANK is the originator of the alleged loan/debt as further
 19 described in Exhibit D. Plaintiff believes and feels and thereon alleges that NAVIENT is also
 20 violating the Plaintiff's rights in this case. SALLIE MAE BANK, DEUTSCHE BANK
 21 TRUST COMPANY DELAWARE (SEC) and DEUTSCHE BANK TRUST COMPANY
 22 AMERICAS (Bloomberg) are named as the Delaware Trustee and Indenture Trustee,
 23 respectively **Class A1, Class A2, Class A3 and Class B** securities were assigned CUSIP
 24 numbers: **78447GAA9, 78447GAB7, 78447GAC5 and 78447GAD3**, which is a 9-character
 25 alphanumeric code identifying any North American security for the purpose of facilitating
 26 clearance and settlement of trades. Moreover the collateral for these securities are the Student
 27 Loan Receivables. Plaintiff was totally unaware of this process or that her loan was turned into
 28 a Security from the Defendants alleged Student Loan Receivables as it pertains to her and hers
 alone where the Private securitized loans were co-signed by whose credit has also been
 affected by this fraud.

7. Defendants continually ignored Plaintiff's request for years to disprove the aforementioned

1 claims and acquiesced by default see Exhibit C. As hereinabove mentioned, the Plaintiff had no
 2 other recourse but to serve the Defendants with an “Affidavit of Facts-Notice of Default
 3 Judgement.” According to FASB 125 Securitization Accounting, once SALLIE MAE BANK
 4 removed the asset and expended/ transferred it to remove all risks, they became the Transferor
 5 and it is therefore considered a sale:

6 **A transfer of financial assets in which the transferor surrenders control over those assets
 7 is accounted for as a sale to the extent that consideration other than beneficial interests in
 8 the transferred assets is received in exchange. The transferor has surrendered control
 9 over transferred assets if and only if all of the following conditions are met:**

10

- 11 a. *The transferred assets have been isolated from the transferor—put presumptively beyond the reach of the
 12 transferor and its creditors, even in bankruptcy or other receivership.*
- 13 b. *Either (1) each transferee obtains the right—free of conditions that constrain it from taking advantage of
 14 that right—to pledge or exchange the transferred assets or (2) the transferee is a qualifying special-
 15 purpose entity and the holders of beneficial interests in that entity have the right—free of conditions that
 16 constrain them from taking advantage of that right—to pledge or exchange those interests.*
- 17 c. *The transferor does not maintain effective control over the transferred assets through (1) an agreement that
 18 both entitles and obligates the transferor to repurchase or redeem them before their maturity or (2) an
 19 agreement that entitles the transferor to repurchase or redeem transferred assets that are not readily
 20 obtainable.*

21 According to FAS133 of the FASB, SALLIE MAE BANK should have kept the Plaintiff's Promissory
 22 Note on their Balance Sheet instead of expending it to a Trust and turning it into a Security. **FAS 133, is
 23 an accounting standard issued in June 1998 by the Financial Accounting Standards Board (FASB) that
 24 requires companies to measure all assets and liabilities on their Balance Sheet.**

25 22.) *Cash inflows from operating activities are: a. Cash receipts from sales of goods or services, including receipts from collection or sale of accounts and both short- and long-term notes receivable from customers arising from those sales b. Cash receipts from returns on loans, other debt instruments of other entities, and equity securities—interest and dividends.*

26
 27 8. Plaintiff wants to know if it is a common practice for SALLIE MAE BANK and other
 28 companies alike to insure the loans/debts of their customers for at least two and a half times the
 amount of the loan. Plaintiff believes that the Defendants attempted to receive unjust
 enrichment in the following ways from the following source: Sallie Mae/Navient's 10-K Fiscal
 Year Ended December 31, 2014: 1) Charge-offs are Insured against the United States for losses

1 on their receivables (noted on page 96 and 97 of their balance sheet); **1a)** FFELP Loans are
 2 insured as to their principal and accrued interest in the event of default subject to a Risk
 3 Sharing level based on the date of loan disbursement. These insurance obligations are
 4 supported by contractual rights against the United States. **1b)** for loans disbursed after
 5 October 1, 1993, and before July 1, 2006, [they] (hereon referred to as SallieMae/NAVIENT)
 6 receive 98 percent reimbursement on all qualifying default claims. **1c)** for loans disbursed on or
 7 after July 1, 2006, [they] receive 97 percent reimbursement. **1d)** for loans disbursed prior to
 8 October 1, 1993, [they] receive 100 percent reimbursement. **2)** Navient has federally guaranteed
 9 (FFELP) and private education loans which means they are able to write-off any losses **2a)** Taxes
 10 Exhibit 3 shows that Stockholders would or have recouped off of the Plaintiff's alleged
 11 loan/debt now called a "Security SLM STUDENT LOAN TRUST 2012-6", as shown on page
 12 10 of "SUBJECT TO COMPLETION DATED MARCH 27, 2014-INFORMATION
 13 STATEMENT NAVIENT CORPORATION", "All of the issued and outstanding shares of
 14 Navient common stock will be distributed to stockholders in a manner that is intended to be
 15 tax-free in the United States, on the basis of one share of Navient common stock for each
 16 outstanding share of SLM Corporation common stock;" **2b)** "Subject of Completion page 10
 17 Continued", "Prior to the distribution, SLM Corporation will undergo an internal corporate
 18 reorganization in which (i) a new holding company, which is referred to herein as SLM
 19 BankCo, will become the publicly-traded successor to the existing SLM Corporation, which is
 20 referred to herein as Existing SLM, pursuant to a holding company merger in which the
 21 outstanding shares of Existing SLM common stock will be converted, on a 1-to-1 basis, into
 22 shares of SLM BankCo common stock and (ii) Existing SLM will become a subsidiary of
 23 Navient and retain directly or indirectly the assets and liabilities associated with Existing
 24 SLM's businesses other than the consumer banking business. Existing SLM's liabilities include
 25 its unsecured public debt which, as of December 31, 2013, aggregated \$18.3 billion. SLM
 26 BankCo will take the name SLM Corporation and will hold and continue to operate the
 27 consumer banking business under the Sallie Mae brand." and then Defendants go further to
 28 state the following, "**Neither the U.S. Securities and Exchange Commission nor any state
 securities commission has approved or disapproved these securities or determined if this
 information statement is truthful or complete. Any representation to the contrary is a
 criminal offense.**" Plaintiff feels that these statements are clearly made to cover up the fraud.

1 **2c)** It was incumbent upon NAVIENT the purported original lending institution, successor in
 2 ownership and/or loan servicer, hereafter, referred to as Defendants under the Truth In Lending
 3 Act 15 U.S.C. § 1601, Privacy Act Title 5 U.S.C. §552(b)(4), and Title 12 U.S.C. §2605 must
 4 explain their and the Plaintiff's lawful position regarding the purported loan/debt (herein
 5 referred to as a security). Plaintiff is further informed and believe that she was unaware of who
 6 the loan originator was. Plaintiff needed answers as to whether or not the Defendant purports to
 7 be the owner of the Plaintiff's alleged Promissory Note (Security), or the servicer of the
 8 purported loan/debt because a servicer is not the Creditor of the "Original School Loan."
 9 Plaintiff also needed questions answered as to whether the Defendant is the successor in
 10 ownership, and/or loan servicer, because the Defendant's own document clearly states in
 11 Exhibit 4, page 31 of the **Subject of Completion**: "Legislation passed by Congress in 2010
 12 prohibits new loan originations under the FFELP program, and, as a result, interest income on
 13 the existing FFELP Loan portfolio and fee-based revenue from servicing FFELP Loans will
 14 decline over time. Navient may not be able to develop revenue streams to replace the declining
 15 revenue from FFELP loans." Plaintiff believes that this is further proof that Navient never
 16 risked any assets, their officers are not holding any assets, nor do they have a cause of action in
 17 this case due to what appear to be fraudulent actions. Plaintiff needs to know if the alleged
 18 loan was charged off or the Security Instrument see credit reports Exhibit 1&2.

19 9. Plaintiff states that the Defendants failed to provide the Plaintiff with requested proof of
 20 filing of the following tax forms and other items: 1040, 1040-A, 1040-V, 1099-OID; 1099-INT
 21 and W-9, Indemnity Bond, Provider(s) and Contact number(s), and their EIN # (which Plaintiff
 22 was able to obtain through the SEC filings at SEC filings @ EDGAR. Online). Defendants'
 23 also ignored Plaintiff's request under the Truth In Lending Act 15 U.S.C. § 1601, Privacy Act
 24 Title 5 U.S.C. §552(b)(4), and Title 12 U.S.C. §2605 to inform them, the I.R.S. and the S.E.C.
 25 of NAVIENT and those they purport to service the loan for as to the Defendants and the status
 26 of the party they service the loan for of either being a Creditor and/or not being a Creditor.
 27 These are acts of fraud upon the Plaintiffs, the public in general, and are the single cause of this
 28 unacceptable and senseless dilemma and absent NAVIENT stating the claim as Creditor or
 "true" representative of the Creditor they cannot claim a debt or collection of the alleged
 debt/loan.

10. Plaintiff is informed and believes, and thereon alleges that Defendants have altered,

1 destroyed, and/or mutilated the GENUINE ORIGINAL form FR 2046 balance sheets, Form
 2 2049 balance Sheets, 2099s balance sheets, *inclusive of the correct OMB number*, and ONLY
 3 have OLD COPIES and NO CERTIFIED COPIES evidencing the current condition of the
 4 GENUINE ORIGINAL form FR 2046 balance sheets, Form 2049 balance Sheets, 2099s
 5 balance sheets, *inclusive of the correct OMB number*; and form FR 2049 balance sheets, Form
 6 2049 balance Sheets, 2099s balance sheets, inclusive of correct OMB number, and only have
 7 OLD COPIES and NO CERTIFIED COPIES evidencing the current condition of the
 8 GENUINE ORIGINAL form FR 2049 balance sheets, Form 2049 balance Sheets, 2099s
 9 balance sheets inclusive of the correct OMB number which they are required to file with the
 10 Federal Reserve Board (FRB) quarterly or weekly under 12 U.S.C. §§248 and 347, showing the
 11 assets and liabilities (liability being the Plaintiff's Promissory note) that the Defendants use in
 12 the accounting. The public has a right to disclosure under the Privacy Act those reports filed on
 13 the Original OMB forms. These items will be requested for admissions, Production, and
 14 interrogatories at the Deposition via Subpoena if necessary. This type of unethical behavior
 15 goes beyond the Truth In Lending protections regarding the private loans and the protections of
 16 the Consumer Financial Protection Bureau (CFPB) that was removed from the five consumer
 17 protection regulations for student loan holders, it is fraud and there is no statute of limitations
 18 on fraud. The request to examine the books to see if Defendant shifted the assets off the books
 19 was never provided, but the Defendant has to report to the Federal Reserve Board (FRB) where
 20 it went, so the Defendant and the FRB can follow it. Defendants are mandated to give cash
 21 receipt on any deposit and have failed to provide Plaintiff any cash receipt.

22 11. Plaintiff is informed and believes that the deposit of their promissory note was made to a
 23 demand deposit account and Defendants are required to show it on their books, but they are not
 24 doing that. They are doing an offset entry. Plaintiff in discovery will attempt to subpoena the
 25 auditor to prove facts in this case as the Defendants acquiesced on the request to see if they
 26 singularly and/or collectively violated provisions of the Fair Credit Reporting Act (FCRA), 15
 27 U.S.C. §1640, 1666 and 1681, by wrongfully, improperly and illegally reported negative
 28 information to one or more Credit Reporting Agencies, resulting in having negative
 information on their ENS LEGIS', "KARLA D SELDON" credit report and the lowering of its
 Fair Isaac Corporation (FICO) score. Plaintiff disputed any alleged debt/loan and demanded
 Defendants change any and all negative information reported to Credit Reporting Agencies and

1 they did not do so therefore violating the Truth In Lending Act 15 U.S.C. §1601, Privacy Act
 2 Title 5 U.S.C. § 552(b)(4), and Title 12 U.S.C. § 2605. Plaintiff hereby question the
 3 authenticity of ALL dates and/or ALL signatures by ALL parties on ALL documents, including
 4 without limitations, notarized documents, "contracts," "promissory notes," "titles," affidavits,
 5 and/or the like, including without limitations the dates and/or signatures by notary publics,
 6 officers, employees, and any and ALL parties attesting to any and ALL claims, facts,
 7 accounting, transfers, recordings, publications, and/or the like, etc.

8 **12.** Plaintiff is informed and believes that Defendants have **No Standing To Default** and the
 9 parties asserting a right to default must have an original contract showing all terms of the
 10 contract with full disclosure. There is no contract. No loan can be defaulted upon without a
 11 contract to back it up: and no contract exists in this case. The original contract was altered,
 12 stolen, and there was an addition to the agreement, that would have been proven earlier had the
 13 Defendants not acquiesced, whereby the Plaintiff will ask for that validation through Discovery
 14 regarding the following items:

15 *1) The intent of the agreement is that the original party who funded the alleged loan per the
 16 bookkeeping entries is to be repaid the money.*
 17 *2) The bank or financial institution involved in the alleged loan will follow GAAP.*
 18 *3) The lender of financial institution involved in the alleged loan will purchase the promissory
 note from the borrower.*
 19 *4) The borrower does not provide any money, money equivalent, credit, funds or capital or
 thing of value that a bank or financial institution will use to give value to a check or similar
 instrument.*
 20 *5) The borrower is to repay the loan in the SAME SPECIE OF MONEY OR CREDIT that the
 bank or financial institution used to fund the loan per GAAP, thus ending all interest and liens,
 and*
 21 *6) The written agreement gives full disclosure of all material facts.*

22 If the Defendants claim item number 1 is false, than they are swindlers. If item 2 is false, than it
 23 is illegal. If item 3 and 4 is false, the Defendants invested nothing, and it was stolen or they
 24 paid nothing for the note, and the Plaintiff funded the loan. If number 5 is false, than the
 25 Defendants admit it is only a moneychanger and charged as if there was a loan. If number 6 is
 26 false, than they agree that they concealed material facts, therefore plaintiff claims breach of
 27 agreement and claims items 1 to 6 are not part of the agreement. Defendants refused to show
 28 the original agreement. Plaintiff claims the copy could be forged because it leaves out items 1
 to 6. Plaintiff is left with the belief that it is "FRAUD IN THE FACTUM", for the Defendants

1 to even attempt to claim that the items 1 to 6 are concealed; and if their argument is that the
 2 items were left out, then the document would have to be a forged document. Defendants must
 3 show the original note if they claim the above items are not part of the agreement, if they only
 4 have a copy, then it is the Plaintiff's claim that the additional part of the agreement is missing
 5 with items 1-6. The agreement allows the Plaintiff to repay the alleged loan with a promissory
 6 note even though the Defendants stated that the contract demands payment in Federal Reserve
 7 notes, therefore proving that the Defendants are nothing but Moneychangers. We ask that the
 8 Defendants explain the agreement, the GAAP and who funded the loan. Plaintiff wants to know
 9 who funded the alleged loan/debt as it changes the cost and risk of the alleged loan/debt as
 10 stealing and counterfeiting is still a criminal offense and there is no statute of limitation on
 11 fraud.

12 13. Plaintiff believes that at all times material hereto, Defendants agreed, between and among
 13 themselves and in combination with each other and various agents identified hereinbelow, as to
 14 each overt act in furtherance of the conspiracy and enterprise, to engage in unlawful actions for
 15 a common purpose, to wit: to perpetrate a fraud upon Plaintiff by placing her alleged loan into a
 16 security trust. Plaintiff also feels that Defendants tried to extort currency through fraudulent
 17 verbal threats of default and fraudulent written threats via mail fraud and wire fraud of default
 18 filings whereby the Defendants would punish the ENS LEGIS TRUST, KARLA D SELDON,
 19 under fraudulent pretenses, of the Plaintiff's real property, her home at the expense of the
 20 Plaintiff and without compensating the Plaintiff therefore; to unlawfully convert the Plaintiff's
 21 real property via a lien threat, and the good name of the ENS LEGIS' KARLA D SELDON and
 22 permanently depriving the Plaintiff thereof; to force Plaintiff to pay currency without proof of
 23 loan/debt in "Fiat notes/federal reserve notes."

24
 25 **COUNT IV:VIOLATIONS OF (OHIO CORRUPT PRACTICES ACT ("OCPA"),**
 26 **R.C. 2923.31, ET SEQ.)**

27 14. Plaintiff reaffirms paragraphs 5 through 13 hereinabove as if set forth more fully
 28 hereinbelow. 15. This is an action for violations of the OHIO CORRUPT PRACTICES ACT
 ("OCPA"), R.C. 2923.31, ET SEQ.), also known as the Organized Crime Control Act of 1970,"
 84 Stat. 941, 18 U.S.C. 1961(1)(B), (1)(C), (1)(D), and (1)(E), as amended and Plaintiff asserts
 claims for relief under 18 U.S.C. §§ 1962(c)-(d), and 1964(c). 18 U.S.C. § 1962 which

1 provides, in pertinent part: (c) It shall be unlawful for any person employed by or associated
 2 with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce,
 3 to conduct or participate, directly or indirectly, in the conduct of such enterprise's affairs
 4 through a pattern of racketeering activity or collection of **unlawful debt**. (d) It shall be
 5 unlawful for any person to conspire to violate any of the provisions of subsection (a), (b), or (c)
 6 of this section. 18 U.S.C. § 1926. Section 1964(c) of RICO gives individuals a private right of
 7 action with recourse to treble damages and reasonable attorney fees. In order to demonstrate a
 8 violation under RICO, a plaintiff must establish the following elements: 1) that there were two
 9 or more predicate offenses; 2) that an "enterprise" existed (Section 1962(c) of the Racketeer
 10 Influenced and Corrupt Organizations Act provides that "it shall be unlawful for any person
 11 employed by or associated with any *enterprise* . . . to conduct . . . such enterprise's affairs
 12 through a pattern of racketeering activity. . . ." 18 U.S.C. § 1962(c) (1999) (emphasis added));
 13 3) that there was a nexus between the pattern of racketeering activity and the enterprise; and 4)
 14 that an injury to business or property occurred as a result of the above three factors.

15 " VanDenBroeck v. Commonpoint Mortgage Co., 210 F.3d 696, 699 (6th Cir. 2000). Further,
 16 the United States Supreme Court has held that "in order to be held responsible under the Act, a
 17 defendant must have not only participated in the **scheme**, but must have also participated in the
 18 operation or management of the enterprise itself." Id. (citing *Reves v. Ernst & Young*, 507 U.S.
 19 170, 183 (1993)). The plaintiff is informed and believes that she has met at least one of the
 20 RICO requirements (1) the predicate act of "racketeering activity"; (2) a "pattern of
 21 racketeering activity" and (3) a violation of one or more of the four RICO subsections. 18
 22 U.S.C. § 1962(a)-(d) A "pattern of racketeering" activity is defined to require "at least two
 23 acts of racketeering activity, one of which occurred after the effective date of this chapter and
 24 the last of which occurred within ten years . . . after the commission of a prior act of racketeering
 25 activity." 18 U.S.C. § 1961(5). "Racketeering activity" is defined as section 1341 (relating to
 26 mail fraud), section 1343 (relating to wire fraud), section 1503 (relating to obstruction of
 27 justice), section 1510 (relating to obstruction of criminal investigations), section 1511 (relating
 28 to obstruction of State or local law enforcement), section 1951 (relating to interference with
 commerce, robbery, or extortion), section 1952 (relating to racketeering).

16. Plaintiff is informed and believes that in order to accomplish their objective, Defendants
 developed and were part of an enterprise, which consisted of the Defendants and their agents

1 including but not limited to various law Firms and “Trustee Sale” companies, which worked
 2 together and in concert at the direction of the Defendants for the specific purpose of furthering
 3 the pattern of criminal activity set forth herein. One example of their RICO activities includes
 4 the following: “The Department of Justice on May 14, 2013 announced the federal
 5 government’s first lawsuit filed against owners and servicers of student loans for violating the
 6 rights of service members eligible for benefits and protections under the Service members Civil
 7 Relief Act (SCRA). The United States’ complaint alleges that three defendants, collectively
 8 known as Sallie Mae, engaged in a nationwide pattern or practice, dating as far back as 2005, of
 9 violating the SCRA by failing to provide members of the military the six percent interest rate
 10 cap to which they were entitled. The three defendants are Sallie Mae Inc. (now known as
 11 Navient Solutions Inc.), violations of the Robocalls, autodialers, and the federal Telephone
 12 Consumer Protection Act: 1) placing debt-collection calls without an individual’s consent, 2)
 13 using autodialers, and 3) placing robo-calls each call that violates these restrictions potentially
 14 subjects the company or individual that is responsible for the call to a \$1,500 fine (see Exhibits
 15 Exhibit 4A-4E & Exhibit J). Plaintiff received these robo-calls and autodialer calls and ignored
 16 the cease and desist letter and verbal warning (see Exhibit H). 17. Plaintiff is informed and
 17 believes that an association-in-fact enterprise under RICO can be proven by showing (1) that
 18 the associated persons formed an ongoing organization, formal or informal; (2) that they
 19 functioned as a continuing unit; and 3) that the organization was separate from the pattern of
 20 racketeering activity in which it engaged. VanDenBroeck, 210 F.3d at 699 (citing Frank v.
 21 D’Ambrosi, 4 F.3d 1378, 1386 (6th Cir. 1993). There is “a purpose, relationships among those
 22 associated with the enterprise, and longevity sufficient to permit these associates to pursue the
 23 enterprise’s purpose.” Boyle vs. United States. There must be “an organizational pattern or
 24 system of authority that provides a mechanism for directing the group’s affairs on a continuing,
 25 rather than ad hoc, basis.” United States v. Tocco, 200 F.3d 401, 425 (6th Cir. 2000).
 26 Defendants didn’t simply conspire to commit a fraud they are an organized functioning
 27 racketeering organization that committed telecommunication fraud under Title 29 Ch. 2913 §
 28 2913.05 (A)(B)(C) when they committed the following verbal and written threats: Continued
 phone harassment and there’s nothing I can do as quoted by one agent on the phone, robocalls
 around 7:30 am, threats to and did ruin/crush credit with all three credit bureau before any
 default occurred, threatened to sue in court without qualifying the debt, threatening to garnish

1 wages, threatened to keep income tax returns, threatened to Levy bank account, and threatened
2 to lien private allodial property among other violations which was an attempt to extort Federal
3 Reserve Notes without qualifying proof of debt.

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COUNT VI: RECISSION

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10 18. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully
11 set forth herein.

12 19. Plaintiff is entitled to rescind the loan and all accompanying loan documents for all of the
13 foregoing reasons: 1) Default of Estoppel by Acquiescence; 2) Failure to provide a
14 Promissory Note/Contract Loan Origination Agreement upon request; 3) Fraudulent
15 Concealment; 4) Fraudulent Inducement; 5) Failure to abide by the PSA; 6) making illegal
16 or fraudulent transfers of the note; and 7) Public Policy Grounds, each of which provides
17 independent grounds for relief. 8) Attempt to Defraud - violation of the (HEOA) the Higher
18 Education Act (HEA) that reauthorized and established new institution-based disclosure
19 requirements • HEOA amended Truth in Lending Act (TILA) and established private
20 education loan disclosures • HEOA amended both HEA and TILA to prohibit certain
21 education lending practices ; 8) Fraud in Factum; 9) RICO. (see Exhibit I).

22 20. The Truth In Lending Act, 15 U.S.C §1601, et. seq. extends Plaintiff's right to rescind a
23 loan to three years from the date of closing if the borrower received false or incomplete
24 disclosures of either the loans terms or Borrower's right to rescind. Here, Defendants have
25 failed to properly disclose all the details of the alleged loan. Specifically, the initial
26 disclosures do not initial TILA disclosures, and lack of diligence and may show collusion
27 on the part of the broker, lender and underwriter to place Plaintiff in a loan she could not
28 afford due to hidden mounting interest cost, changing a loan into a security and would
ultimately benefit Defendants following the negative amortization that accrued.

29 21. As a proximate result of Defendants' actions, Plaintiff has been damaged in an amount not
yet ascertained, to be proven at trial.

1 Recoupment to Plaintiff is requested under the GAAP and Generally Accepted Auditing
2 Standards (GAAS) and the FASB Regulations: FAS125 Securitization Accounting; FAS140
3 Offsetting of Financial Assets and Liabilities; FAS133 Derivatives on hedge accounts and
4 FAS95. **22. Affidavit of Fact -Notice of Default Judgment due to Acquiescence.**

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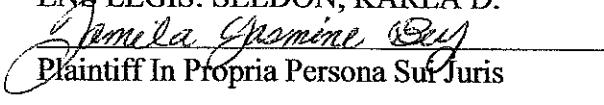
DEMAND FOR JURY TRIAL

9 Plaintiff demands trial by jury of all matters so triable as a matter of right pursuant to OCPA.
10 R.C. 2923.31 and Organized Crime Control Act of 1970," 84 Stat. 941, 18 U.S.C. 1961(1) (B),
11 (1)(C), (1)(D), and (1)(E). Dated this 27th day of February, 2016. Please direct all responses to
12 this Complaint to the Allodial Estate, Moorish Aboriginal Indigenous Trust address below. c/o
13 Jamila Yasmine Bey, via 2620 Stocker Avenue. Youngstown Territory, Ohio Republic Zip
14 Exempt [44505] Tel: (330) 259-6050 (number not to be used by Defendants to continue to
15 harass any longer, in anyway).

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Dated: 3/18/16

18 Jamila Yasmine Bey, Responsible Party for
19 ENS LEGIS: SELDON, KARLA D.
20 
Plaintiff In Propria Persona Sub Juris
21 U.C.C.1-207/1-308; U.C.C 1-103.6 All Rights Reserved
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